

# MEMORANDUM OF UNDERSTANDING



**10 AUGUST 1996**

## MEMORANDUM OF UNDERSTANDING

### BETWEEN THE CIVIL AIR PATROL AND THE FEDERAL EMERGENCY MANAGEMENT AGENCY

#### A. PURPOSE

This Memorandum of Understanding (MOU) defines and establishes guidelines for mutual cooperation and assistance by and between the Civil Air Patrol (CAP), and the Federal Emergency Management Agency (FEMA). It encompasses both peacetime and National Security Emergencies, and covers those relationships, policies, and activities in which the CAP conducts operations in support of FEMA activities. This MOU supersedes all previous MOUs between the CAP and FEMA.

#### B. ORGANIZATION BACKGROUND

1. The CAP is a nonprofit corporation chartered by Congress and established by public law (Sections 201-208 of Title 36 United States Code and designated as a volunteer civilian auxiliary of the Air Force by section 9441 of title 10, United States Code. The CAP is organized into a National Headquarters, eight geographical regions and 52 Wings (one Wing in each State, Puerto Rico and the District of Columbia). The organizational structure is patterned after that of the USAF, with the National Headquarters located at Maxwell Air Force Base, Montgomery, Alabama. CAP members serve on a voluntary basis without personal compensation. Under 10 USC 9441, the CAP may be employed in fulfilling the non-combat mission of the Air Force. That mission includes military support to civil authorities in disasters and emergencies under the provisions of DoD directive 3025.1, "Military Support to Civil Authorities", AFPD 10-8 "Air Force Support to Civil Authorities", and the USAF/CAP MOU of 25 Jan 91. When performing such USAF-assigned missions, CAP members may, under certain circumstances, be reimbursed by the USAF for aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs, and lodging and per

diem. When performing USAF-assigned missions, CAP members are covered under the Federal Employees Compensation Act (FECA), 5 U.S.C. 8141, and the Federal Tort Claims Act, 28 U.S.C. 1346 (b), 2671-2680. Because CAP members are volunteers, they may elect not to accept a specific mission tasking.

2. Headquarters (HQ) CAP-USAF is the USAF organization assigned to provide advice and assistance to the CAP, through the National Headquarters and a structure of region and wing liaison offices. The CAP-USAF organization provides liaison between the CAP Corporation and the USAF for accomplishment of USAF-assigned missions.

3. FEMA was established by Executive Order 12127, on March 31, 1979. FEMA represents a single point of coordination for the emergency planning and response activities of the Federal Government in accordance with Reorganization Plan No. 3, June 19, 1978. FEMA is the Executive Agent for administering the Stafford Act, P.L. 93-288 as amended, and for coordinating the Federal response to disasters. As such, FEMA is responsible for coordinating overall Federal planning for, and response to disasters in the United States. Under the provisions of Executive Order 12656, FEMA is responsible for coordinating National Security Emergency Preparedness programs and plans among Federal departments and agencies; coordinating the development of plans, in cooperation with the Secretary of Defense, for mutual civil-military support during National Security Emergencies; and guiding and assisting State and local governments and private sector organizations in achieving preparedness for National Security Emergencies. FEMA establishes policy and guidance for, and provides assistance to, State and local governments in the coordination of emergency preparedness and response, recovery, and mitigation activities; develops and operates telecommunication/alerting systems; develops and executes programs and policies for fire prevention and control; manages the National Flood Insurance Program; and serves as the coordinator of all federal agencies and departments with responsibilities for emergency assistance.

## C. OBLIGATIONS, ROLES, AND RESPONSIBILITIES

1. Civil Air Patrol. Within its legal, personnel and fiscal limits, the Civil Air Patrol will:

a. **Non-Event-Specific Support**. Provide the following services to FEMA in order to maintain a state of readiness to respond to a disaster or emergency.

(1) Maintain close liaison and coordination with FEMA Headquarters and Regional Offices in the development of emergency services guidance and procedures for CAP Wings and subordinate units to ensure compatibility with civil preparedness guidance and concepts for emergency and/or disaster operations; and, coordinate and exchange information with FEMA Headquarters and Regional Offices in other matters of mutual interest.

(2) Assist in training FEMA Region, State, and local civil preparedness communications staff in CAP communications procedures.

(3) Coordinate with FEMA Headquarters and Regional Offices in the development of CAP disaster or emergency response plans, and for training, testing, and exercising requirements.

(4) Participate in FEMA national and regional disaster exercises.

(5) Assist Federal Departments or agencies as requested by FEMA in support of the emergency support functions of the Federal Response Plan.

(6) Other readiness related services requested by FEMA within the capabilities of the CAP and within applicable legal limitations (i.e., excluding routine transport of official personnel).

b. **Event-Specific Support.** Provide the following services as requested by FEMA, and consistent with applicable directives, upon the occurrence of a civil emergency.

(1) Air and ground search and rescue (SAR) services (missing persons, aircraft, livestock, etc.).

(2) Air and ground visual and/or photographic damage survey and assessment.

(3) Air and ground transportation of key personnel, medical and other equipment, and supplies during actual disaster operations.

(4) Air transportation of Search and Rescue (SAR) dogs.

(5) Radio communications support

(6) Courier flights (CAP members do not maintain security clearances and cannot handle classified material).

(7) Air and ground radiological monitoring, if capabilities are available.

(8) Air support to satisfy essential or high priority commercial, corporate, industrial, health and welfare, and agricultural requirements in military and civil emergency survival and recovery actions.

(9) Assist Federal Departments or agencies as requested by FEMA in support of the emergency support functions of the Federal Response Plan.

(10) Other disaster-related services requested by FEMA within the capabilities of the CAP.

2. National Headquarters CAP. Headquarters CAP will:

a. Maintain close liaison and coordination with HQ CAP-USAF, State EMAs and FEMA Headquarters in the development of emergency services guidance and procedures for CAP Wings and subordinate units to assure compatibility with civil preparedness guidance and concepts for emergency and/or disaster operations. Coordinate and exchange information with FEMA Headquarters in matters of mutual interest.

b. Coordinate with HQ CAP-USAF and FEMA in the development of CAP civil preparedness (natural disaster and national emergency) plans, and for training, testing and exercising requirements.

c. Provide assistance to FEMA personnel in developing and conducting CAP disaster and national emergency planning, training, testing, and exercising activities.

d. Develop and exchange data bases with FEMA to include: A directory of CAP aircraft and ground vehicle assets, a national directory of CAP radio stations, operating frequencies and call signs, CAP aerial monitoring and relay capabilities, and listing of key contacts and telephone numbers.

e. Assist in the orientation and training of FEMA and State and local emergency management communications staffs in CAP communications procedures.

f. The CAP wing will maintain appropriate records of FEMA-requested CAP missions for a minimum of seven years after the completion of the activities associated with an event, and such documentation will be furnished to FEMA upon request.

- (1) The purpose of the mission.
- (2) The number and types of aircraft/vehicles used.
- (3) The number of flights and flying hours and/or vehicle mileage.
- (4) The number of CAP personnel person-days expended.
- (5) The type and amount of reimbursements received or made.

g. Ensure that Wing Liaison Offices check all forms/receipts for accuracy, consolidate all claims associated with the activities performed on appropriate reimbursement forms, and forward the reimbursement request to HQ CAP/FM.

3. Headquarters CAP-USAF. HQ CAP-USAF will establish procedures to:

- a. Authorize USAF-assigned missions for SAR and disaster relief evaluations, exercises, and training missions.
- b. Provide assistance to CAP and FEMA personnel in developing and conducting emergency and/or disaster planning, training, testing and exercise activities.

4. FEMA. The Federal Emergency Management Agency will:

a. FEMA Response and Recovery Directorate will:

(1) Designate a FEMA/CAP Liaison Officer to coordinate FEMA Agency-wide planning and operations activities.

(2) Maintain close liaison and coordination with States, HQ CAP and HQ CAP-USAF in development of guidance for FEMA headquarters and regional offices as well as State and local emergency management agencies on the capability of the CAP to support emergency operations and the procedures for obtaining CAP support. Coordinate and exchange information with HQ CAP, and HQ CAP-USAF in other matters of mutual interest.

(3) Assist and encourage State emergency management offices to develop a State and Regional Disaster Airlift Plan (SARDA) annex to the

State emergency operations plan that includes CAP capabilities and provides for CAP participation in planning, training and exercising for disaster response and recovery operations.

(4) Provide CAP reimbursement by FEMA-issued Cooperative Agreement for aircraft and vehicle fuel and lubricants, aircraft maintenance, communications (long distance telephone) costs, extraordinary utility costs, and per diem and lodging costs allocable to FEMA when incurred in performance of FEMA-requested missions. FEMA shall ensure that adequate funds are obligated prior to the authorization of a mission.

b. The FEMA Preparedness Training and Exercises Directorate will:

(1) Provide assistance to CAP in emergency services training subjects that are mutually beneficial to CAP and FEMA.

(2) Exchange training information with CAP and explore the possibility of joint training publications.

(3) Arrange with CAP for an annual Emergency Education Network program to focus on aerial radiological monitoring and refresher training, and other training to support the missions defined in this MOU.

(4) Designate a point of contact to coordinate all CAP training and exercise activities in concert with the FEMA/CAP Liaison Officer.

c. The FEMA Information Technology Services Directorate will:

(1) Provide telecommunications assistance to CAP and HQ CAP-USAFA.

(2) Provide radio frequency management support and guidance to ensure that CAP and FEMA radio systems are interoperable.

(3) Designate a POC to coordinate telecommunications operations issues and procedures in concert with the FEMA/CAP Liaison Officer.

d. The FEMA Operations Support Directorate will:

(1) Maintain close liaison with the FEMA/CAP Liaison Officer and with appropriate CAP organizational elements to ensure CAP inclusion in the

overall FEMA Reconnaissance and Remote Sensing Program supporting FEMA response and recovery efforts.

(2) Develop standards and procedures for the acquisition and dissemination of reconnaissance products acquired by the CAP per FEMA taskings.

(3) Ensure CAP reconnaissance activities and products are available to all potential users/customers and not isolated at local levels.

(4) Ensure that CAP capabilities and products are known to all organizations currently participating in the FEMA Reconnaissance and Remote Sensing Program.

e. FEMA Regional Offices will:

(1) Provide program guidance to the States in the areas of planning, testing and exercising, and emergency services operations. This guidance will also include CAP support for disaster response and recovery operations, and other emergency management activities designed to enhance the emergency operational capabilities of State and local governments.

(2) Coordinate with States, CAP Wings and CAP-USAF Liaison Regions in planning and coordinating operations and training activities. Assist, as requested, in performing SAR and disaster relief evaluations and training exercises for CAP Wings.

(3) Assist in the coordination and conduct of training and emergency response and recovery operations for CAP personnel.

(4) Designate a specific regional point of contact for coordination of all CAP activities.

(5) At the discretion of the FEMA Regional Director, establish agreements with individual CAP Wings within the FEMA Region that contain specific operating procedures, programs, etc., relating to the implementation of this MOU.



#### D. UTILIZATION OF CAP RESOURCES

Activation and use of CAP resources in the event of a disaster or emergency differs depending upon the type of mission involved. USAF operational missions will have priority for use of CAP resources.

All CAP resources not tasked by the Air Force may be available to FEMA. All FEMA taskings for CAP will be accomplished through the issuance by the FEMA Assistance Officer of a sequentially numbered task order covering all expected tasks for a particular event.

##### 1. Disaster Response Operations.

a. CAP resources may be utilized, consistent with applicable directives, to provide necessary support and assistance during assessment, predeployment preparation, deployment, response, recovery, and mitigation operations for disaster situations (including all natural and man-made disasters such as hurricanes, floods, tornadoes, major storms, earthquakes, oil spills or other environmental disasters). Activities which may be performed by CAP resources are outlined in Section C.1. of this MOU.

b. CAP resources may be employed as a component of the Urban Search and Rescue (US&R) Program.

c. Employment of CAP resources shall be accomplished as follows:

(1) Upon determination of the need for CAP assistance, the requesting FEMA official shall contact the National Emergency Coordination Center (NECC) at 202-898-6100 or 800-634-7084 and provide the following information:

- (a) Caller's name, organization, job title, and telephone number.
- (b) The nature and location of the disaster.
- (c) The specific type of CAP assistance requested.
- (d) The date and time CAP assistance is required.

(2) NECC will notify the FEMA/CAP Liaison Officer of the request. If approved, the NECC will contact the FEMA Assistance Officer (or his or her designee) and will request a FEMA Task Order Number for the mission.

(3) NECC will then contact the Air Force National Security Emergency Preparedness Office (AFSNEP) duty officer (for CONUS, Puerto Rico, and the Virgin Islands) or Hq Pacific Air Forces (PACAF)(for Alaska, Hawaii, or Guam) to request Air Force mission authorization for the requirement. During duty hours only, the AFNSEP Duty Officer at Ft. McPherson, GA, may be contacted at 404-752-4342/4343 (FAX 404-752-4282). After duty hours contact the Forces Command Watch Officer at 404-669-5222 (ask for the AFNSEP Duty Officer). The PACAF Command Post at Hickam AFB, HI, may be contacted at 808-448-8500. The following information must be provided:

- (a) Caller's name, organization, job title, and telephone number.
- (b) The nature and location of the disaster.
- (c) The specific type of CAP assistance requested.
- (d) The date and time CAP assistance is required.
- (e) The FEMA Task Order Number for funding the mission.

(4) If AFNSEP (or HQ PACAF) approves the request for disaster support, they will issue a mission number to the CAP Wing that will provide the support. The appropriate CAP Wing Commander, or their representative, will initiate coordination actions with the appropriate FEMA Regional Operating Center (ROC), or Disaster Field Office (DFO). If AFNSEP (or HQ PACAF) does not approve the request for support, the NECC will be notified promptly.

(5) The FEMA Assistance Office will provide written verification of the mission request along with the FEMA Task Order Number to CAP HQ/FM (voice 334-953-6481, FAX 334-953-4269) as soon as possible following any verbal tasking. CAP HQ will, in turn, provide a copy of the written verification to AFNSEP.

## 2. National Security Emergencies.

a. During wartime or other national security emergency, CAP resources and operations are governed by CAP Operations Plan (OPLAN) 1000.

b. Available CAP resources may be utilized to support civil missions for FEMA, State, and local authorities, provided such support does not conflict with the requirements of the Air Force.

c. Requests for CAP resources are submitted to the USAF Emergency Preparedness Liaison Officer (EPLO) at the respective State Operations Center or the State Area Command (STARC) for tasking. Upon mission acceptance, the USAF EPLO will provide a USAF mission number which will constitute authorization for CAP to respond under USAF-assigned mission status and provide the requested resources. If the EPLO cannot be contacted, HQ CAP-USAF will issue a USAF mission number.

### 3. Evaluations, Exercises, Training and Other Non-Disaster Related Missions.

Missions under this category are authorized and approved by HQ CAP-USAF through the CAP-USAF Liaison Regions.

### 4. Funding and Liability.

a. FEMA will be required to reimburse CAP and its members according to the provisions of this MOU for missions and tasks requested by FEMA. FEMA shall ensure that proper and adequate funds are obligated prior to the authorization of a mission. FEMA will not be responsible for other missions or activities performed by CAP under the direction of other organizational entities.

b. All CAP missions authorized in accordance with and performed under this MOU are Air Force assigned missions. Air Force assigned mission status provides Federal Tort Claims Act (FTCA) coverage for all participating CAP members and Federal Employees Compensation Act (FECA) coverage for all participating CAP members 18 years of age and older. The Air Force, through CAP-USAF, will process all FECA administrative claims involving CAP members. With the exception of FTCA claims filed by participating CAP members, which will be adjudicated by the Air Force, FEMA will be responsible for adjudicating all FTCA claims arising out of missions performed under this MOU.

c. It is expressly agreed and understood that FEMA will provide all necessary liability and workers compensation coverage for its own employees on any activity called for under this Agreement in which CAP is involved.

d. No supplements may be made to this section.

#### **E. CONTROL OF RESOURCES**

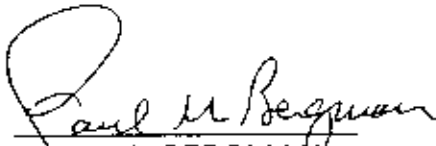
Control of CAP resources shall at all times be retained by the CAP. It is understood, however, that the CAP Wing Commander (or other officer in charge of a particular mission) shall cooperate with FEMA and other Federal and State agencies and departments to the greatest extent possible consistent with DoD Directive 3025.1, and pertinent CAP guidelines and directives. Once a FEMA mission has been accepted by CAP however, implementation shall be subject to the direction of the FEMA official designated in the Task Order or his or her designee.

#### **F. EFFECTIVE DATE**

1. This MOU shall be effective from the date it has been executed by representatives of all parties. Any party may terminate this MOU effective 30 days after presentation of written notice to the other parties. This MOU may be amended at any time by written agreement of all parties. Fully coordinated written conforming amendments to the cooperative agreement, if necessary, shall be made simultaneously with amendment to the MOU.

2. It is agreed that this MOU will be reviewed 12 months from the date of execution for modification as needed. It will be reviewed biennially thereafter, unless a revision is warranted due to a major policy change, a significant change in circumstances, or organizational relationships.

3. The following authorized signators, representing their respective organizations, by signature below hereby officially commit their organizations and pledge their cooperation in pursuit of the mutual benefits of this Memorandum of Understanding in service to and on behalf of the people of the United States of America.

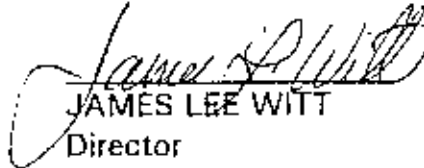


PAUL M. BERGMAN

Brigadier General, CAP

National Commander, Civil Air Patrol

Date AUG 10 1996

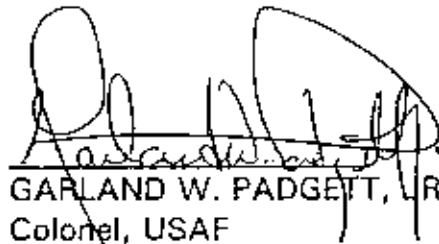


JAMES LEE WITT

Director

Federal Emergency Management Agency

Date AUG 10 1996



GARLAND W. PADGETT, LR

Colonel, USAF

Commander, Civil Air Patrol-USAF

Date AUG 10 1996



BRYAN E. SHARRATT

Deputy Assistant Secretary of the Air Force  
Reserve Affairs

Date AUG 10 1996